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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

	X	
HEARTLAND PAYMENT SYSTEMS,	:	
INC.,	:	Civil Action No.:2:11-3354(SRC)(MAS)
	:	
Plaintiff,	:	
	:	
v.	:	
	:	DECLARATION OF MINDY MORETTI
CARRIE NOTHEIS AND CLEARENT	:	
LLC,	:	
	:	
Defendants.	:	
	X	

I, Mindy Moretti, of full age, hereby declare as follows:

1. I am a Director of Sales Compensation at Heartland Payment Systems, Inc. ("Heartland"). My primary role with Heartland is managing its Sales Compensation team. I make this declaration on personal knowledge and in support of Heartland's application for a preliminary injunction.

Carrie Notheis' Accounts Receivable Balance and Payment Between April 2011 and August 25, 2011

2. Section 2 of Ms. Notheis' May 20, 2008 Vested Relationship Manager Agreement, regarding compensation, specifically incorporates Heartland's Sales Policy Manual (the "Sales Policy"), a true copy of which is attached hereto as Exhibit A.

3. Pursuant to the Sales Policy, a Heartland Relationship Manager's ("RM") compensation consists of: (1) a one-time sales bonus when a new merchant begins processing with Heartland; and (2) monthly residual commissions for merchant transactions that generate monthly income to Heartland. *Id.*

4. The Sales Policy expressly provides that an RM earns a signing bonus worth approximately 50% of the actual "margin" generated by the merchant in the first twelve full months of that merchant's contract with Heartland. *Id.* at ¶ 2(A).

5. Heartland pays the RM an Advance Signing Bonus when the merchant begins processing based upon the estimated margin which is calculated using the estimated yearly processing volume, average ticket size, and pricing, as set forth in the Merchant's processing application.

6. After the merchant processes with Heartland for twelve full months, the merchant's account is "trued up," *i.e.*, Heartland evaluates whether the merchant over or under performed relative to the estimated margin.

7. As part of this "true up" process, any variance between the estimated margin and the actual margin is calculated. If the variance amount is negative (*i.e.*, the actual margin is less than the estimated margin), it is deducted from future payments otherwise due to the RM. If the variance amount is positive (*i.e.*, the actual margin is greater than the estimated margin), it is paid to the RM, so long as the RM is not already carrying a negative accounts receivable balance. In addition, if a merchant account leaves within the first year of processing with Heartland, Heartland recoups the full amount of the Advance Signing Bonus from the RM.

8. In other words, the RM receives additional compensation if the merchant outperforms the estimate, or Heartland recoups the overpayment from the RM if the merchant underperforms. An example of this “true up” calculation is reflected in the chart below:

Estimated Merchant Margin	Signing Bonus %	Advance Signing Bonus Amount	Actual 12 Month Margin	Signing Bonus %	Earned Signing Bonus Amount	Difference In Amount Advanced and Amount Earned
\$1,200.00	0.50	\$600.00	\$1,000.00	0.50	\$500.00	-\$100.00
\$1,200.00	0.50	\$600.00	\$1,400.00	0.50	\$700.00	\$100.00

9. Recently, when Heartland “trued up” Ms. Notheis’ merchant accounts, many of her processing estimates were disproportionate to the actual volume. In addition, some of Ms. Notheis’ merchants did not process with Heartland for a full twelve months. (True copies of Ms. Notheis’ True Up Detail Reports for April through July of 2011 are attached hereto as Exhibit B).

10. Consequently, Heartland significantly overpaid Ms. Notheis’s Advance Signing Bonuses. These overpayments are due back from Ms. Notheis to Heartland, pursuant to paragraph 6(A) of the Sales Policy.

11. Because of Ms. Notheis’ negative accounts receivable balance, Heartland is currently recouping monies owed from the residuals her remaining merchant accounts are generating. (A true copy of Ms. Notheis’ Accounts Receivable Tracking Report from April 2011 to August 25, 2011 is attached hereto as Exhibit C). Below is a chart that reflects credits to, and debits from, Ms. Notheis’ accounts receivable from April 2011 to August 25, 2011:

	Residuals or Credits			
	Starting A/R	Applied to A/R	A/R Additions	Final A/R
April 2011	\$0.00	\$2,540.00	\$8,273.50	\$5,733.50
May 2011	\$5,733.50	\$1,214.73	\$24,454.96	\$28,973.93
June 2011	\$28,973.93	\$6,675.56	\$9,023.26	\$31,321.63
July 2011	\$31,321.63	\$8,563.58	\$4,698.44	\$27,456.49
August 1, 2011 through August 25, 2011	\$27,456.49	\$6,041.06	\$3,802.11	\$25,217.54

12. Contrary to her assertion, Heartland has not refused to pay Ms. Notheis' residual compensation since her resignation. On April 22, 2011, Heartland paid Ms. Notheis \$1,756.11. On May 15, 2011, Heartland paid Ms. Notheis \$6,720.13. On May 20, 2011, Heartland paid Ms. Notheis \$150.09. Ms. Notheis received these payments *via* direct deposit into her bank account. (True copies of Carrie Notheis' Heartland Paycheck Detail reports for April 22, 2011, May 15, 2011 and May 20, 2011 are attached hereto as Exhibit D).

13. Since May 20, 2011, Ms. Notheis' residuals have been applied to her accounts receivable debt owed to Heartland. As of August 25, 2011, Ms. Notheis still owes Heartland \$25,217.54, as reflected in the chart in paragraph 11 and Exhibit C.

Carrie Notheis' Compensation Investigation


14. In 2010, Carrie Notheis began questioning various items in her Heartland paychecks and her Heartland accounts receivable history dating back more than five years.

15. Our Sales Compensation team researched each and every question from Ms. Notheis. This effort entailed many hours of work over several months. My team and I conducted lengthy conference calls with Ms. Notheis to discuss each line item on her paychecks and her accounts receivable history dating back to 2005 – and in some cases, even earlier.

16. During my conversations with Ms. Notheis, she seemed satisfied with our investigation and responses.

17. To the best of my knowledge, before Ms. Notheis' resignation, we responded to each inquiry regarding her compensation.

18. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.


MINDY MORETTI

Dated: August 29, 2011

EXHIBIT A



HPS Sales Policy 1.0

Sales Compensation for Relationship Managers

1. Introduction

This Policy defines the sales compensation for RMs, TMs and DSMs (collectively referred to as “RM” or “RMs” in this Policy). An RM is entitled to Sales Compensation as described in this Policy pursuant to the terms and conditions of the Employment Agreement executed between the RM and HPS. All HPS Sales Compensation Plans are designed to include compensation for reasonable and necessary business expenses incurred by the RM in connection with carrying out his or her duties. 25% of the Sales Compensation paid by HPS for all products and services is allocated to cover the RM’s reasonable and necessary business expenses. HPS believes that an RM’s reasonable and necessary business expenses should not typically exceed 25% of Sales Compensation.¹ Capitalized words shall have the meaning set forth in **Sales Policy Definitions**.

HPS will not modify the costs or methods (for example, Exhibit E costs for Card Processing) it uses to calculate Sales Compensation earned by an RM after Installation. HPS has the right to modify the costs and methods used to calculate Sales Compensation to be earned for future sales with at least 30 days written notice to active RMs. All Sales Compensation will be calculated based on the Sales Compensation Plan in which the RM is participating at the time the completed, signed Contract for products or services is Received by HPS, regardless of whether the Contract represents a new Account, or the sale of additional products or services to an existing Account.

2. Sales Compensation Components – Primary Services

A. Signing Bonus

Following the completion of Eligible Contract approved by HPS, RM may earn a Signing Bonus in an amount equal to the applicable Signing Bonus Percentage of the actual Margin generated by the Account during the First Year. The Signing Bonus shall be considered to have been earned by the RM on the 15th day of the month following the First Year, provided that RM is employed by HPS on that date and, and subject to the exceptions described in this Policy. In anticipation of the RM earning the Signing Bonus, HPS shall pay the RM a Signing Bonus Advance after Installation of the Account.² The Signing Bonus Advance shall be paid on the next regular pay date during the week following Installation (or the week following completion of the Auto-Review or Manual Review process, where applicable, when statements are not submitted with the application).

- i. The Signing Bonus Percentage shall be 50% for Standard RM.
- ii. The maximum Signing Bonus Advance to be paid shall be \$7,500 per single location Account and \$37,500 per Chain Account for Standard RM.
- iii. Residual Only RM shall not earn a Signing Bonus.
- iv. If any of the following events occur during the First Year:
 - a) The Account ceases to process with HPS for any reason;
 - b) HPS determines that the Contract was not an Eligible Contract; or
 - c) The RM reduces the pricing on the Account³

¹ HPS will pay for reasonable and necessary business expenses exceeding 25% of the total compensation received by RMs. However, the RM must comply with the expense reimbursement requirements set forth in **Sales Policy 7.0**.

² HPS will make every effort to pay Signing Bonus Advances with the regular Friday payroll for all Accounts that have Installed or completed the Auto-Review process on or before Monday of the same week. However, bank holidays and other issues may result in some Signing Bonus Advances being paid on the following Friday.

³ All requests for price reductions during the First Year must be accompanied by a competitive proposal, must be approved in writing by the RM’s RD, and the resulting Margin must meet the GMO.



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Sales Compensation for Relationship Managers

The Residual Percentage for the Account shall be changed to 30% for Standard RM, and HPS shall perform a True-Up.

- v. If it is determined during the First Year that an Account for which a Signing Bonus Advance was paid should have been categorized as High Risk by HPS Underwriting, no Signing Bonus will be earned by the RM and the Residual Percentage for the Account shall be changed to 15%, and HPS shall perform a True-Up for Standard RM.
- vi. For each active Account for which an RM received a Signing Bonus Advance, HPS shall perform a Signing Bonus True-Up on or about the 15th of the month following the First Year.

B. Residual Commissions

Subject to the exceptions described below, RM may be paid Residual Commissions each month following the Installation of Primary Services for an Account in an amount equal to the applicable Residual Percentage of the actual Margin generated by the Account during that month. Residual Commissions earned by an RM shall be paid to the RM on or about the 15th of the month following the month in which the actual Margin was generated by the Account.

- i. The Residual Percentage for Eligible Contracts shall be:
 - a) 15% for Standard RM
 - b) 30% for Residual Only RM
- ii. For Contracts that are not Eligible Contracts where the merchant is not categorized as High Risk by HPS Underwriting, the Residual Percentage shall be 30% for Standard RM or Residual Only RM.
- iii. The Residual Percentage for Accounts that are categorized as High Risk by HPS Underwriting shall be 15% for Standard RM or Residual Only RM.

C. Compensation and Margin Credit for Signing Returning Accounts

When an RM completes a new Contract ⁴ with a Returning Account, Sales Compensation and Margin Credit will be determined as follows:

- i. If the completed new Contract is dated and received more than 180 days after the original Termination Date, the RM will earn Signing Bonus and/or Residual Commissions in accordance with the provisions of Sections 2.A and 2.B of this Policy, and will receive full Margin Credit.
- ii. If the completed new Contract is dated and received between 60 and 180 days after the original Termination Date, the term of the new Contract is not less than 3 years, and the RM submits at least one statement dated after the original Termination Date proving that the Client utilized the services of an HPS competitor, the RM will earn Signing Bonus and/or Residual Commissions in accordance with the provisions of Sections 2.A and 2.B of this Policy, and will receive full Margin Credit.
- iii. If the completed new Contract is dated and received less than 60 days after the original Termination Date, or if the completed new Contract is dated and received between 60 and 180 days after the original Termination Date, the term of the new Contract is not less than 3 years, and the RM does not submit at least one statement dated after the original Termination Date proving that the Client utilized the services of an HPS competitor, the RM will not receive Margin Credit and will earn Residual Commissions only as follows:
 - a) If the original Termination Date was after the First Year, the RM will earn Residual Commissions and the Residual Percentage will be in accordance with Section 2.B.i of this Policy.

⁴ If the Contract date is less than 60 days after the original Termination Date, only an updated one page application is required. In all other cases, a completed 3 page application is required.



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- b) If the original Termination Date was during the First Year, the RM will earn Residual Commissions and the Residual Percentage will be in accordance with Section 2.B.ii of this Policy.
- c) If the Account is categorized as High Risk by HPS Underwriting, the RM will earn Residual Commissions and the Residual Percentage will be in accordance with Section 2.B.iii of this Policy.

3. Sales Compensation Components – Ancillary Products and Services

A. General

Sales Compensation for the sale of Ancillary Products and Services such as processing equipment, software, Age Verification, Check Verification, gift / stored value card products, and Prepaid Services is paid in accordance with the guides, margin calculators and other documentation provided by HPS for each individual product and service. Some of these products and services produce Ancillary Margin – which is the difference between the fees charged to the Account and the Ancillary Cost of the product or service published by HPS at the time of installation. When Ancillary Products and Services are sold, installed and paid for, the Selling RM will typically earn a One Time Commission in an amount equal to 66% of the Ancillary Margin. There are other Ancillary Products and Services that do not lend themselves to the calculation of Ancillary Margin, and for those products and services, the Selling RM will typically earn a flat One-Time Commission. A current listing of Ancillary Products and Services including links to their respective guides, margin calculators and other documentation, which may change from time to time, is published on Knowledge Network at the ***Ancillary Products and Services Reference Page***.

B. American Express Card Processing Services

HPS maintains two compensation programs in partnership with American Express (“AXP”): OnePoint and ESA. Subject to the published rules and policies of AXP and HPS in effect at the time of signing, RM shall receive compensation for selling AXP card processing services in accordance with the table below. In no case shall an RM receive compensation unless HPS receives payment from AXP.

American Express Program	OnePoint	ESA
Residual Commission – Months 1 thru 12	15 Bps of AXP Volume	8 Bps of AXP Volume
Residual Commission – Months 13 thru 36	15 Bps of AXP Volume	4 Bps of AXP Volume
Residual Commission – Months 37 thru 60	15 Bps of AXP Volume	None
Payment of Residual Commissions	15 th of the Month following AXP Volume	30 days after HPS receives AXP payment
Maximum Eligible Annual AXP Volume	\$500,000	\$500,000

C. Association Membership Sales

Where applicable, RM may have the opportunity to earn One-Time Sales Commissions for approved sales in certain Associations in an amount equal to 66% of the Ancillary Margin earned on the membership sale. In order to qualify for this compensation, the RM must submit a completed HPS Membership Sales Form (MSF). Each MSF document includes the required forms, procedures, and membership cost for each membership category available for sales by RMs. For the purposes of this Policy, the membership cost listed in the MSF for each membership sold shall be its Ancillary Cost. Compensation for approved membership sales shall be paid in accordance with the MSF and this Policy. All membership sales are subject to approval by HPS and the Association, and must be submitted in accordance with the MSF. One Time Sales Commissions for the sale of Association Memberships are not considered earned by RM until HPS has received payment in full of membership dues from the merchant or Association. In the event that HPS is unable to collect a portion of the membership dues payable, HPS shall initiate a True-Up for which the True-Up Amount is the uncollected portion of the Ancillary Cost of the Association Membership. Some Affiliate Marketing Programs may include requirements for RM to sell specific quantities of Association Memberships in conjunction with other HPS product sales during specified periods. In the event that RM is unable to sell the required quantities of Association Memberships during



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the specified periods, HPS may, at its sole discretion, initiate a True-Up for which the True-Up Amount is equal to the Ancillary Costs of the unsold Association Memberships.

D. Discover Card Processing Services

Currently, HPS maintains two compensation programs in partnership with Discover: the Interim Merchant Acquiring Program ("IMAP") and the Merchant Acquiring Program ("MAP"). Subject to the published rules and policies of Discover and HPS in effect at the time of signing, RM shall receive compensation for selling Discover card processing services in accordance with the table below. In no case shall RM receive compensation unless HPS receives payment from Discover.

Discover Program	MAP	IMAP
Residual Commission	30% of Discover Margin	24 Bps of Discover Volume
Payment of Residual Commissions	15 th of the Month following Discover Volume	30 days after HPS receives Discover payment

E. MicroPayments Hardware and Software Product Referral Fee

Upon the sale and Installation of MicroPayments Hardware and/or Software products, or upon the successful referral of a merchant to HPS for the sale of MicroPayments Hardware, a Referral Fee shall be paid to the referring RM in an amount equal to 1% of the total gross sale. Referral Fees earned by the RM for MicroPayments Hardware and Software sales or referrals shall be paid on the next regular pay date during the week following receipt by HPS of the final scheduled payment for the items sold.

F. On-Site Installation of Ancillary Products and Services

In cases where an on-site visit is required to Install Ancillary Products and Services sold by an RM to an existing Client, it shall be that RM's responsibility to complete the on-site Installation. In the event that the on-site Installation is completed by an HPS employee other than the Selling RM, the Selling RM's Sales Compensation may be less.

G. Setup Fees

RM shall receive One-Time Sales Commissions for Setup Fees (such as Application Fees, Setup Fees, Rush Fees, and other fees designated as Non-Refundable Service Charges on the MORF form) paid by new Clients, subject to deduction of the applicable setup fees as set forth in Exhibit E – Rates and Fees Schedule (the Ancillary Cost). Where applicable, the One-Time Commission payable to the RM shall be an amount equal to 66% of the difference between the amount charged to the Client for the Setup Fee and the Ancillary Cost. One-Time Commissions for Setup Fees shall be paid on the next regular pay date during the week following Installation.

4. Sales Compensation Components – Servicing Residual

A. General

Where applicable, Servicing Residuals earned by an RM shall be paid to the RM on or about the 15th of the month following the month in which the actual Margin was generated by the Account.

B. Payroll

RM shall earn a Servicing Residual each month following the Installation of each new Payroll Account.

C. Rural RMs

Rural RMs shall earn a Servicing Residual on all Primary Services for each Account specifically assigned to them for field installation and servicing. HPS reserves the right to assign Accounts to the Rural RM, or reassign Accounts from the Rural RM to an Account Manager or other Sales Employee for field servicing at its sole discretion at any time.



5. Change of Sales Compensation Plan

A. General

RMs may request to change to another Sales Compensation Plan at any time by completing and submitting a Compensation Plan Election Form to HPS Human Resources for approval. HPS may grant or deny approval of RMs' requests to change Sales Compensation Plans at its sole discretion. Upon approval of an RM's request to change Sales Compensation Plan by HPS, the RM must participate in the Sales Compensation Plan requested for a minimum of 180 days before she/he can request a change to another Sales Compensation Plan. All changes of Sales Compensation Plans shall become effective on the first Sunday following approval by HPS.

6. Payment and Collection of True-Up Amounts

A. General

Sales Compensation is not considered earned by a Sales Employee until all True-Up Amounts have been calculated and applied. To keep track of True-Up Amounts, HPS maintains an A/R Balance for every Sales Employee. Positive True-Up Amounts are applied to decrease the Sales Employee's A/R Balance until it equals \$0.00. When a Positive True-Up Amount being applied to a Sales Employee's A/R Balance is greater than the A/R Balance, the difference shall be paid to the Sales Employee in full on the next regular pay date after being finalized by HPS. Negative True-Up Amounts are applied to increase the Sales Employee's A/R Balance and reduce compensation by that amount.

B. Collection Schedules

- i. The portion of A/R balances resulting from Ancillary Costs, Installation Fees, and Site Inspection Fees once determined shall be applied against compensation before it is paid on each regular pay until that portion of the A/R Balance has been collected in full.
- ii. The portion of A/R balances resulting from other negative True-Up Amounts shall be applied at a rate of \$300 or 20% (whichever is greater) against compensation before it is paid on each regular pay until that portion of the A/R Balance has been collected in full. This is referred to as the "Standard Collection Schedule". HPS may, at its sole discretion, accelerate the Standard Collection Schedule by increasing the dollar amount to be deducted above \$300 and/or by increasing the percentage to be deducted above 20%.
- iii. HPS has the right, at its sole discretion, to collect a Sales Employee's A/R Balance in full at any time.
- iv. Only the CSO or his/her designee may approve special arrangements regarding the Collection of Sales Compensation Adjustments.

7. Commission Splits

HPS may specify, at its sole discretion, specific sales situations in which a Selling RM will be required to share a percentage of the compensation that would have ordinarily been earned with a Sharing RM. HPS will designate the Selling RM Percentage and Sharing RM Percentage for each sales compensation component that the Selling RM and Sharing RM, respectively, will be entitled to earn based on the products and services being sold, the requirements for each RM's participation in the sales process, and other relevant factors. When a commission split is required, the Selling RM may earn the respective Selling RM Percentage of each sales compensation component he/she would have ordinarily earned for the completion of the sale as determined by the Selling RM's Sales Compensation Plan, and the Sharing RM may earn the respective Sharing RM Percentage of each sales compensation component he/she would have ordinarily earned for the completion of the sale as determined by the Sharing RM's Sales Compensation Plan.

**8. Affiliate Marketing Programs**

When an Affiliate Marketing Program that includes Affiliate Compensation is established by HPS, the applicable Sales Compensation earned by Standard RM or Residual Only RM for Accounts that are Affiliate Constituents shall be reduced by an amount up to the amount earned by the Affiliate by HPS pursuant to the Affiliate's agreement with HPS. All RMs shall be responsible for making a positive determination as to whether a particular Account should be subject to Affiliate Compensation and for providing the correct Affiliate Code on the Merchant Application. In the event that a Standard RM or Residual Only RM submits a Merchant Application for a Account that should have been subject to Affiliate Compensation, but does not provide the correct Affiliate Code, HPS shall initiate a True-Up for which the True-Up Amount shall be equal to all Affiliate Compensation owed to the Affiliate under the Affiliate Marketing Program from the Installation date to the present.

9. Special Contests and Promotions

HPS may from time to time offer special contests and promotions to RMs with specific benefits and requirements for Sales Compensation. Sales Compensation shall be earned pursuant to the contest rules or promotion rules in effect at the time, as administered and interpreted by, and at the sole discretion of, HPS.

10. Incentive Programs

HPS currently offers the Heartland is for Winners Rewards Program, a program that allows RMs to earn performance based rewards that are considered additional taxable income. This Incentive Program may be amended by HPS at any time, and the rules of the Incentive Program shall be the rules published and in effect at the time and at the sole discretion of HPS.

EXHIBIT B

True Up Detail - April 2011

Name	MID	Merchant Name	SB Paid Amount	Amount Earned	SB True-Up Amount	Actual Margin	Est Margin	Profit Date	FDD	RDD	ProfitMonths	Attrition Desc
Carrie Notheis	650000004508555	EXECUTIVE DINING EWING OZZIES	0	-15.36	0	-34.91	-32	4/30/2011 0:00	4/13/2010 0:00	8/24/2011 0:00	12	
Carrie Notheis	650000004483361	RESTAURANT & SPORTS BAR	1370.94	988.01	-382.93	2245.48	3115.78	4/30/2011 0:00	4/17/2010 0:00	6/12/2011 0:00	12	Terminated by Loss Prevention
Carrie Notheis	650000004516590	RELLYS BAR DOWNTOWN NFC & NFFC	3750	516.48	-3233.52	1291.19	9375	4/30/2011 0:00	4/12/2010 0:00	8/24/2011 0:00	12	
Carrie Notheis	650000004527126	POWERED BY FANBALL NBC SNAPDRAFT	7500	1405.78	-6094.22	2811.56	15731.65	4/30/2011 0:00	4/20/2010 0:00	1/22/2011 0:00	12	Closed - Location
Carrie Notheis	650000004527175	FANBA EXECUTIVE	523.5	422.68	-100.82	845.35	1047	4/30/2011 0:00	4/20/2010 0:00	4/16/2011 0:00	12	Closed - Location
Carrie Notheis	650000004508159	DINING AT&T EXECUTIVE	166.76	323.11	156.35	734.33	379	4/30/2011 0:00	4/22/2010 0:00	8/24/2011 0:00	12	
Carrie Notheis	650000004508621	DINING MAIN EXECUTIVE	845.85	974.17	128.32	2214.03	1922.4	4/30/2011 0:00	4/12/2010 0:00	8/23/2011 0:00	12	
Carrie Notheis	650000004508498	DINING DEKALB DINING US BANK	0	-19.13	0	-43.47	-37	4/30/2011 0:00	4/13/2010 0:00	8/24/2011 0:00	12	
Carrie Notheis	650000004508258	1 SUNNY STREET CAFE AKA RISE	337.04	206.57	-130.47	469.48	766	4/30/2011 0:00	4/12/2010 0:00	8/24/2011 0:00	12	
Carrie Notheis	650000004473685	AND FALLS MOBILE	314.16	19.04	-295.12	43.28	714	4/30/2011 0:00	4/17/2010 0:00	8/25/2011 0:00	12	
Carrie Notheis	650000004527944	VET CARE JOHN MINEOS	96	197.41	101.41	394.81	192	4/30/2011 0:00	4/21/2010 0:00	8/24/2011 0:00	12	
Carrie Notheis	650000004541325	ITALIAN RESTAURANT	1439.24	0.72	-1438.52	6.02	3271	4/30/2011 0:00	4/30/2010 0:00	5/5/2010 0:00	2	Quit - Better Competitor Rates Terminated - Out of Business
Carrie Notheis	650000004527258	EBACKUPS PUB & GRILL	32.5	-6.09	-38.59	-40.63	65	4/30/2011 0:00	4/20/2010 0:00	8/28/2010 0:00	12	Quit - No Comment
Carrie Notheis	650000004470749	KIRKWO DINING US BANK	864.6	39.96	-824.64	90.82	1965	4/30/2011 0:00	4/24/2010 0:00	5/4/2011 0:00	12	
Carrie Notheis	650000004508076	2 INTERNET	25.52	48.5	22.98	110.23	58	4/30/2011 0:00	4/11/2010 0:00	8/24/2011 0:00	12	
Carrie Notheis	650000004527183	GROUP EXECUTIVE	504	1031.44	527.44	2062.87	1008	4/30/2011 0:00	4/21/2010 0:00	8/2/2011 0:00	12	
Carrie Notheis	650000004508597	DINING LACLEDE EXECUTIVE	15.84	9.15	-6.69	20.8	36	4/30/2011 0:00	4/13/2010 0:00	8/24/2011 0:00	12	
Carrie Notheis	650000004508126	DINING BROWN DINING	524.04	339.03	-185.01	770.53	1191	4/30/2011 0:00	4/22/2010 0:00	8/24/2011 0:00	12	
Carrie Notheis	650000004508514	CHEKOEKE 0	-20.07	0	-45.61	-54	4/30/2011 0:00	4/13/2010 0:00	8/24/2011 0:00	12	Closed - Location	
Carrie Notheis	650000004527100	STOMP PUB & GRILL	1034.5	0.81	-1033.69	1.61	2069	4/30/2011 0:00	4/21/2010 0:00	10/7/2010 0:00	12	Quit - No Comment
Carrie Notheis	650000004470673	RICHMO OUTDOOR	355.08	390.12	35.04	886.63	807	4/30/2011 0:00	4/27/2010 0:00	5/4/2011 0:00	12	
Carrie Notheis	650000004531433	EMPORIUM WENTZU	5053.76	339.96	-4713.8	2266.43	10107.53	4/30/2011 0:00	6/2/2010 0:00	3/24/2011 0:00	11	Quit - Better Competitor Rates
Carrie Notheis	650000004527092	FANBALL DINING	7500	4888.01	-2611.99	9776.02	16334	4/30/2011 0:00	4/20/2010 0:00	6/1/2011 0:00	12	Closed - Location
Carrie Notheis	650000004508407	HUSSMANN EXECUTIVE	170.72	59.02	-111.7	134.14	388	4/30/2011 0:00	4/1/2010 0:00	6/24/2011 0:00	12	Closed - Location
Carrie Notheis	650000004508456	DINING SPRUCE 33	35.2	80	2.2	75	4/30/2011 0:00	4/13/2010 0:00	8/24/2011 0:00	12		
Carrie Notheis	650000004457720	BAKED TS SYBERGS IN	50	134.01	84.01	268.01	100	4/30/2011 0:00	4/17/2010 0:00	8/24/2011 0:00	12	
Carrie Notheis	650000004453114	CHESTERFIELD VALLEY	962.72	74.78	-887.94	623.2	2188	4/30/2011 0:00	8/9/2010 0:00	11/30/2010 0:00	8	Closed - New MID
<div>\$ (21,031.90)</div>												

\$ (21,031.90)

[illegible]

True Up Detail - June 2011

Name	MD	Merchant Name	SB Paid Amount	Amount Earned	SB True-up Amount	Actual Margin	Est Margin	Profit Date	Annual Volume	Avg Ticket	FDD	RDD	Profit Months	Attrition Desc
Carrie Nothais	6500000045912	KENRICKS MARKET	676	1276.16	600.16	3190.41	1690	6/30/2011 0:00	1090000	38	6/22/2010 0:00	8/24/2011 0:00	12	
Carrie Nothais	6500000045902	THE POUR HOUSE	650.08	654.13	4.05	1923.91	1912	6/30/2011 0:00	360835.875	36.42179108	6/3/2010 0:00	8/25/2011 0:00	12	
Carrie Nothais	6500000045947	SUNNY STREET CAFE AKA RISE AND	266.2	90.8	-175.4	206.36	605	6/30/2011 0:00	241890.7188	23.66836739	6/8/2010 0:00	8/24/2011 0:00	12	
Carrie Nothais	6500000045857	DOUG OUT 2	316.32	86.4	-229.92	254.13	930.35	6/30/2011 0:00	94324	22.9	6/2/2010 0:00	8/24/2011 0:00	12	
Carrie Nothais	6500000045821	BIG DADDY'S 618	616.42	409.58	-206.84	1204.65	1813	6/30/2011 0:00	863340	24.5	6/9/2010 0:00	8/25/2011 0:00	12	
Carrie Nothais	6500000046132	CLASSIC KAFE	23.32	56.08	32.76	127.46	53	6/30/2011 0:00	72000	100	6/29/2010 0:00	8/25/2011 0:00	12	
Carrie Nothais	6500000050512	JOHN MINEOS BANDANAS BAR B	1370.16	96.23	-1271.93	818.62	3114	6/30/2011 0:00	1020000	170	12/20/2010 0:00	5/3/2011 0:00	7	Closed - New Owner
Carrie Nothais	6500000046061	QUE CORPORATE	173.8	66.77	-107.03	151.76	395	6/30/2011 0:00	250000	42	6/24/2010 0:00	8/17/2011 0:00	12	
Carrie Nothais	6500000045973	FOZZIES SANDWICH EMPORIUM	462	1359.64	897.64	3090.09	1050	6/30/2011 0:00	150000	11	6/15/2010 0:00	8/24/2011 0:00	12	
Carrie Nothais	6500000046161	CRACK FOX	122	176.35	54.35	440.87	305	6/30/2011 0:00	40300.66406	23.24144363	6/26/2010 0:00	8/25/2011 0:00	12	
Carrie Nothais	6500000045434	SALON BRANCA BIG DADDY'S ON THE	542.8	297.04	-245.76	742.59	1357	6/30/2011 0:00	917374.5625	120.0123672	6/1/2010 0:00	5/25/2011 0:00	12	Quit - Better Competitor Rates
Carrie Nothais	6500000045818	LANDING COPIA URBAN	709.22	570.9	-138.32	1679.12	2085.83	6/30/2011 0:00	993301.5625	27.48090658	6/4/2010 0:00	8/25/2011 0:00	12	
Carrie Nothais	6500000046125	WINERY KENRICKS	3343.56	2601.79	-741.77	5913.15	7699	6/30/2011 0:00	1948367	57.31	6/26/2010 0:00	8/25/2011 0:00	12	
Carrie Nothais	6500000045912	CATERING	292.74	388.34	95.6	1142.18	861	6/30/2011 0:00	538049.625	57.3264653	6/22/2010 0:00	8/25/2011 0:00	12	
Carrie Nothais	6500000045921	PRETTY NAILS	282	385.97	103.97	771.94	564	6/30/2011 0:00	100000	32	6/4/2010 0:00	8/24/2011 0:00	12	
Carrie Nothais	6500000045942	BANDANAS BAR B	352.44	311.88	-40.56	708.81	801	6/30/2011 0:00	680722.0625	32	6/14/2010 0:00	8/24/2011 0:00	12	
Carrie Nothais	6500000045819	BIG DADDY'S SOULARD	542.96	712.49	169.53	1619.3	1234	6/30/2011 0:00	587407.5625	28.9697683	6/9/2010 0:00	8/25/2011 0:00	12	

\$ (1,199.47)

True Up Detail - July 2011

Name	MID	Merchant Name	SB Paid Amount	Amount Earned	SB True-Up Amount	Actual Margin	Est Margin	Profit Date	Annual Volume	Avg Ticket	FDD	RDD	Profit Months	Attrition Desc
Carrie Notheis	650000004607134	SUNNY STREET CAFE	418	79.26	-338.74	180.13	950	7/31/2011 0:00	527638	21	7/2/2010 0:00	8/24/2011 0:00	12	
Carrie Notheis	650000004838671	DADDYS MONEY	164.56	130.66	-33.9	384.29	484	7/31/2011 0:00	75686.80469	21.635696916	7/20/2010 0:00	8/25/2011 0:00	12	
Carrie Notheis	650000004624576	CLARION HOTEL A	1272.36	515.1	-757.26	1119.78	2766	7/31/2011 0:00	945000	157	7/12/2010 0:00	8/23/2011 0:00	12	
Carrie Notheis	650000004221472	ROBERT'S HOTEL	1086	263.53	-822.47	527.06	2172	7/31/2011 0:00	1450000	300	7/9/2010 0:00	8/23/2011 0:00	12	
Carrie Notheis	650000004537794	MAINSTAY SUITES FT MYERS	922.18	881.88	-40.3	2593.75	2712.29	7/31/2011 0:00	1427519	54.1	7/9/2010 0:00	8/24/2011 0:00	12	
Carrie Notheis	650000004845445	609 LOUNGE	934.5	39.2	-895.3	261.36	1869	7/31/2011 0:00	566220	38	7/30/2010 0:00	6/6/2011 0:00	12	Quit - Better Competitor Rates
Carrie Notheis	650000004845411	BLUE OCEAN SUSHI	508.2	108.86	-399.34	907.18	1155	7/31/2011 0:00	350000	28	7/27/2010 0:00	6/6/2011 0:00	11	Closed - Location
Carrie Notheis	650000004832443	BANDANAS BAR B QUE	588.6	479.2	-110.4	1089.08	1340	7/31/2011 0:00	531015.5625	27.08473396	7/17/2010 0:00	8/1/2011 0:00	12	
Carrie Notheis	650000004611193	FENTONS	128.6	120.58	-8.02	301.46	324	7/31/2011 0:00	31319.60742	300.3250122	7/1/2010 0:00	7/26/2011 0:00	12	
Carrie Notheis	650000004970524	RED DEUCE	499.91	25.28	-474.63	210.63	1136.16	7/31/2011 0:00	227229.92	31.27	10/25/2010 0:00	3/13/2011 0:00	9	
Carrie Notheis	650000004620343	SIDEMINDERS	10	89.25	79.25	223.12	25	7/31/2011 0:00	4157.350098	13.28833389	7/2/2010 0:00	8/1/2011 0:00	12	Closed - Location

\$ (3,802.11)

EXHIBIT C

Date	Description Balance as of 4/1/2011	Merchant	Description	Payment to AR	Addition to AR	Balance
4/6/2011	Credit Card - Account Install Fee	THE PASTA HOUSE CO DELMAR		\$ 50.00	\$ 50.00	\$ (50.00)
4/6/2011	Credit Card - Account Install Fee					\$ -
4/13/2011	Credit Card Equip Purchase/Upgrade - Signing Bonus	THE PASTA HOUSE CO ELLISVILLE			\$ 448.00	\$ (448.00)
4/13/2011	Credit Card Equip Purchase/Upgrade - Signing Bonus	THE PASTA HOUSE CO ELLISVILLE			\$ 448.00	\$ (896.00)
4/13/2011	Credit Card Equip Purchase/Upgrade - Signing Bonus	THE PASTA HOUSE CO ELLISVILLE			\$ 448.00	\$ (1,344.00)
4/13/2011	Credit Card Equip Purchase/Upgrade - Signing Bonus	THE PASTA HOUSE CO ELLISVILLE			\$ 448.00	\$ (1,792.00)
4/13/2011	Credit Card Equip Purchase/Upgrade - Signing Bonus	THE PASTA HOUSE CO ELLISVILLE			\$ 448.00	\$ (2,240.00)
4/13/2011	Credit Card - Account Install Fee	THE PASTA HOUSE CO ELLISVILLE			\$ 50.00	\$ (2,290.00)
4/14/2011	Credit Card Equip Purchase/Upgrade - Signing Bonus		Mar 2011 Equipment Signing Bonus VX 570 Dual Comm	\$ 448.00		\$ (1,842.00)
4/14/2011	Credit Card - Account Install Fee			\$ 50.00		\$ (1,792.00)
4/14/2011	Credit Card Equip Purchase/Upgrade - Signing Bonus		Mar 2011 Equipment Signing Bonus VX 570 Dual Comm	\$ 30.75		\$ (1,761.25)
4/20/2011	Credit Card - Signing Bonus TrueUps		March 2011		\$ 4,818.97	\$ (6,580.22)
4/20/2011	Credit Card - Account Install Fee	BAUE FUNERAL FLOWER & GIFTS ON			\$ 50.00	\$ (6,630.22)
4/20/2011	Credit Card - Account Install Fee	THE PASTA HOUSE CO LINDBERGH			\$ 50.00	\$ (6,680.22)
4/20/2011	Credit Card - Account Install Fee	THE PASTA HOUSE CO CATERING			\$ 50.00	\$ (6,730.22)
4/20/2011	Credit Card - Account Install Fee	THE PASTA HOUSE CO MACKLIND			\$ 50.00	\$ (6,780.22)
4/20/2011	Credit Card - Account Install Fee			\$ 50.00		\$ (6,730.22)
4/20/2011	Credit Card Equip Purchase/Upgrade - Signing Bonus		Mar 2011 Equipment Signing Bonus VX 570 Dual Comm	\$ 417.25		\$ (6,312.97)
4/20/2011	Credit Card - Account Install Fee			\$ 50.00		\$ (6,262.97)
4/20/2011	Credit Card - Account Install Fee			\$ 50.00		\$ (6,212.97)
4/20/2011	Credit Card - Account Install Fee			\$ 50.00		\$ (6,162.97)
4/20/2011	Credit Card Equip Purchase/Upgrade - Signing Bonus		Mar 2011 Equipment Signing Bonus VX 570 Dual Comm	\$ 21.77		\$ (6,141.20)
4/21/2011	Credit Card Equip Purchase/Upgrade - Signing Bonus		Mar 2011 Equipment Signing Bonus VX 570 Dual Comm	\$ 448.00		\$ (5,693.20)
4/21/2011	Credit Card Equip Purchase/Upgrade - Signing Bonus		Mar 2011 Equipment Signing Bonus VX 570 Dual Comm	\$ 448.00		\$ (5,245.20)
4/21/2011	Credit Card Equip Purchase/Upgrade - Signing Bonus		Mar 2011 Equipment Signing Bonus VX 570 Dual Comm	\$ 426.23		\$ (4,818.97)
4/21/2011	Credit Card Equip Purchase/Upgrade - Signing Bonus	GENOVESE JEWELERS		\$ 50.00		\$ (4,868.97)
4/27/2011	Credit Card - Signing Bonus TrueUps		True-Up adjustment from December 2010		\$ 92.75	\$ (4,961.72)
4/27/2011	Credit Card - Signing Bonus TrueUps		True-Up adjustment from March 2011		\$ 771.98	\$ (5,733.70)
5/11/2011	Credit Card - Signing Bonus TrueUps			\$ 92.75		\$ (5,640.95)
5/11/2011	HGM - Account Install Fee			\$ 50.00		\$ (5,590.95)
5/11/2011	Credit Card - Signing Bonus TrueUps		True-up adjustment from March 2011	\$ 771.98		\$ (4,818.97)

Carrie Notheis Accounts Receivable Tracking Report
 April 6, 2011 to August 25, 2011

Date	Description	Merchant	Description	Payment to AR	Addition to AR	Balance
5/18/2011	Credit Card - Signing Bonus TrueUps		April 2011		\$ 21,031.90	\$ (25,850.87)
5/18/2011	HGM - Merchandise	MIKE DUFFYS PUB & GRILL CHESTE			\$ 3.96	\$ (25,854.83)
5/18/2011	Credit Card - Signing Bonus TrueUps		True-Up from Mar 2011	\$ 300.00		\$ (25,554.83)
5/31/2011	Credit Card - Signing Bonus TrueUps		Bryan Notheis April 2011		\$ 3,419.10	\$ (28,973.93)
6/3/2011	Expense		SIDEBARR TECHNOLOGIES INC May 2011 report		\$ 347.92	\$ (29,321.85)
6/3/2011	Expense		SIDEBARR TECHNOLOGIES INC May 2011 report		\$ 343.86	\$ (29,665.71)
6/3/2011	Expense		SIDEBARR TECHNOLOGIES INC May 2011 report		\$ 245.90	\$ (29,911.61)
6/9/2011	Amex One Point - Residuals		April 2011 Payments Duplicated		\$ 1,239.93	\$ (31,151.54)
6/10/2011	Credit Card Equip Purchase/Upgrade - Signing Bonus-1	BIG MUDDY FOOD & SPIRITS			\$ 33.00	\$ (31,184.54)
6/10/2011	Credit Card Equip Purchase/Upgrade - Signing Bonus-2	BIG MUDDY FOOD & SPIRITS			\$ 33.00	\$ (31,217.54)
6/10/2011	Credit Card - Signing Bonus TrueUps		True-Up from Mar 2011	\$ 4,518.97		\$ (26,698.57)
6/10/2011	Amex One Point - Residuals		April 2011 Payments Duplicated	\$ 1,239.93		\$ (25,458.64)
6/10/2011	Credit Card - Signing Bonus TrueUps		True-Up from Apr 2011	\$ 908.02		\$ (24,550.62)
6/15/2011	Credit Card - Signing Bonus TrueUps		May 2011 TrueUps - Transferred of Bryan Notheis' AR Balance		\$ 3,495.48	\$ (28,046.10)
6/15/2011	Credit Card - Signing Bonus TrueUps				\$ 884.05	\$ (28,930.15)
6/20/2011	Credit Card Equip Purchase/Upgrade - Signing Bonus		Pasta House DCRS Bill		\$ 2,400.12	\$ (31,330.27)
6/29/2011	Credit Card - Signing Bonus TrueUps		True-Up from Apr 2011	\$ 8.64		\$ (31,321.63)
7/5/2011	Expense		DCRS SOLUTIONS - June 2011 report		\$ 575.00	\$ (31,896.63)
7/5/2011	RD Expense		DCRS SOLUTIONS - June 2011 report - Adjustment	\$ 575.00		\$ (31,321.63)
7/5/2011	Expense		DCRS SOLUTIONS - June 2011 report		\$ 575.00	\$ (31,896.63)
7/5/2011	RD Expense		DCRS SOLUTIONS - June 2011 report - Adjustment	\$ 400.00		\$ (31,496.63)
7/5/2011	Expense		DCRS SOLUTIONS - June 2011 report		\$ 400.00	\$ (31,896.63)
7/5/2011	RD Expense		DCRS SOLUTIONS - June 2011 report - Adjustment	\$ 400.00		\$ (31,496.63)
7/5/2011	Expense		DCRS SOLUTIONS - June 2011 report		\$ 850.12	\$ (32,346.75)
7/11/2011	RD Expense		DCRS SOLUTIONS - June 2011 report - Adjustment	\$ 850.12		\$ (31,496.63)
7/20/2011	Credit Card - Signing Bonus TrueUps		True-Up from Jun 2011	\$ 6,163.46		\$ (25,333.17)
7/20/2011	Credit Card - Signing Bonus TrueUps		True-Up from Jun 2011		\$ 1,199.47	\$ (26,532.64)
7/20/2011	Credit Card - Signing Bonus TrueUps		True-Up from Jun 2011 AR		\$ 1,098.85	\$ (27,631.49)
8/11/2011	Credit Card - Signing Bonus TrueUps		Transfer from B.Notheis	\$ 6,041.06		\$ (21,590.43)
8/17/2011	Credit Card - Signing Bonus TrueUps		True-Up from Jul 2011		\$ 3,802.11	\$ (25,392.54)
Ending Balance as of 8/25/2011					\$	\$ (25,217.54)

\$

EXHIBIT D

Carrie Notheis

April 22, 2011 Paycheck Detail:

Payments				Category	Amount
Credit Card - Signing Bonus					\$1,798.13
Discover Map - Residuals					\$439.09
HGM - Merchandise					\$110.88
Payroll - Residuals					\$47.03
Total					\$2,395.13
Deductions				AR Type	Amount
Merchant Name	Merchant Number	AR Notes			
THE PASTA HOUSE CO CATERING	650000005192458	AR	Credit Card - Account Install Fee		
THE PASTA HOUSE CO ELLISVILLE	650000005120764	Mar 2011 Equipment Signing Bonus VX 570 Dual Comm	Credit Card Equip Purchase/Upgrade - Signing Bonus		
THE PASTA HOUSE CO LINDBERGH	650000005120905	AR	Credit Card - Account Install Fee		
THE PASTA HOUSE CO MACKLIND	650000005121242	AR	Credit Card - Account Install Fee		
BAUE FUNERAL FLOWER & GIFTS ON	650000005141208	AR	Credit Card - Account Install Fee		
Total Deductions					\$639.02
Paycheck Total				Category	Amount
				Total Payments	\$2,395.13
				Total AR Deductions	\$639.02
				Grand Total	\$1,756.11

May 15, 2011 Paycheck Detail:

Payments		Category	Amount
Amex ESA - Residuals			\$26.63
Amex One Point - Residuals			\$2,479.86
Credit Card - Residuals			\$2,594.49
Credit Card Equip Rental - Residuals			\$1.64
Discover Map - Residuals			\$1,150.59
Heartland Check - Residuals			\$13.12
HGM - Merchandise			\$3.96
HGM - Residuals			\$170.30
Payroll - Residuals			\$1,135.10
Valutec - Referral Residuals			\$19.27
Valutec - Residuals			\$39.90
Total			\$7,634.86

Deductions				Amount
Merchant Name	Merchant Number	AR Notes	AR Type	
GENOVESE JEWELERS	650000004006592	AR	Credit Card - Signing Bonus TrueUps	\$864.73
		AR	HGM - Account Install Fee	\$50.00
Total Deductions				\$914.73

Paycheck Total		Category	Amount
		Total Payments	\$7,634.86
		Total AR Deductions	\$914.73
		Grand Total	\$6,720.13

May 20, 2011 Paycheck Detail:

Payments			Category	Amount
Payroll - Residuals				\$450.09
Total				\$450.09
Deductions			AR Type	Amount
Merchant Name	Merchant Number	AR Notes		
		True-Up from Mar 2011		
		Credit Card - Signing Bonus TrueUps		\$300.00
Total Deductions				\$300.00
Paycheck Total			Category	Amount
			Total Payments	\$450.09
			Total AR Deductions	\$300.00
			Grand Total	\$150.09